



# SELLER'S PROPERTY DISCLOSURE STATEMENT (CONDOMINIUM) EXHIBIT " A "



2010 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 7 Park Lane, unit J, Atlanta, Georgia 30309

**NOTICE TO BUYER AND SELLER:** This disclosure statement is designed to assist Seller in disclosing to prospective buyers all known material or adverse facts relating to the physical condition of Unit and Property that are not readily observable, disclosing historical information and past problems with Unit and Property and identifying those fixtures/items that are included with the sale of Unit. For the purposes of this Disclosure Statement, the term "Unit" shall not include any interest in the common elements (including limited common elements) assigned to Unit in the Declaration. The term "Association" shall mean the condominium or Unit owners' association for the above referenced condominiums. The term "Property" shall refer to all property made a part of the condominium in which Unit is located. All answers are to be answered with respect to the above referenced property. IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES" OR "OTHER" SELLER SHALL FULLY EXPLAIN THE ANSWER TO THE QUESTION IN THE BLANK CORRESPONDING TO THE QUESTION AND/OR IN THE ADDITIONAL EXPLANATIONS PARAGRAPH.

	Yes	No	Don't Know
<b>1. OCCUPANCY:</b>			
(a) Is Unit vacant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) If yes, how long has it been since Seller occupied Unit? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there any leases, written or verbal, on Unit or any part thereof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. SOIL, TREES, SHRUBS AND BOUNDARIES:</b>			
(a) Are there any landfills (other than foundation backfill), graves, mine shafts, trash dumps or wells (in use or abandoned) on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Is there any sliding, settling (other than normal settling), earth movement, sinkholes, upheaval, or earth stability/expansive soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there any encroachments, unrecorded easements, or boundary line disputes with respect to Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments or unrecorded easements with respect to Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>3. ROOF, GUTTERS AND DOWNSPOUTS:</b>			
(a) Approximate age of roof on building in which Unit is located: <u>New as of Jan. 2010</u> years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has the roof on the building in which the Unit is located, or any part thereof, been repaired during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there any roof leaks into the Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>4. TERMITES, DRY ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:</b>			
(a) Is there any past or present damage to Property caused by infiltrating pests, termites, dry rot, or other wood-destroying organisms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Is there any past or present damage to Unit caused by infiltrating pests, termites, dry rot, or other wood-destroying organisms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Does the Association currently have Property under a transferable bond, warranty or other coverage for termites or other wood destroying organisms by a licensed pest control company?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, check type of coverage: <input type="checkbox"/> re-treatment and repair; or <input type="checkbox"/> re-treatment only			
(d) Have any termite/pest control reports or treatments for Property or Unit been done in the last five (5) years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Do any exterior portions or exterior improvements on Property have any untreated wood or exterior siding/cladding, such as rigid board insulation, foam plastic, synthetic stucco, hard coat stucco, wood or masonry siding (excluding brick), below grade or within six inches of finished grade?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>5. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:</b>			
(a) What year was Unit constructed? <u>1918</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the condominium a condominium conversion? If yes, what year was it converted? <u>1984</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any movement, shifting, settling (other than normal settling), cracking, deterioration, or other structural problems with any portion of Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Has there been any movement, shifting, settling (other than normal settling), cracking, deterioration, or other structural problems with any portion of Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Has there been any additional structural bracing, underpinning, or other structural reinforcement been added to any portion of Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Has there been any additional structural bracing, underpinning, or other structural reinforcement been added to any portion of Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

New as of Jan. 2010 years.

Not the new roof. See addendum.

see addendum

Yes No Don't Know

- (g) Are there any problems with driveways, walkways, patios, or retaining walls serving Unit?  Yes  No  Don't Know
- (h) Have there been any additions, structural changes, or any other major alterations to Unit subsequent to the time Property was submitted to the condominium form of ownership?  Yes  No  Don't Know
- (i) Have there been any instances where necessary permits and/or approvals were not obtained for work done in or to Unit?  Yes  No  Don't Know
- (j) Has there been any work done to Unit of the Condominium that was not in compliance with building codes or zoning regulations or for which a necessary permit was not obtained?  Yes  No  Don't Know
- (k) Does any of the exterior siding or cladding of any portion of Property contain synthetic stucco where the interior studs and windows are constructed of wood?  Yes  No  Don't Know

**6. DRAINAGE, FLOODING AND MOISTURE:**

- (a) Has there been any water leakage, accumulation, or dampness within Unit?  Yes  No  Don't Know
- (b) Have any repairs been made to control any water or dampness problems in the Unit?  Yes  No  Don't Know
- (c) Is Property or any portion thereof located in a flood zone?  Yes  No  Don't Know
- (d) Has there been any drainage problems or flooding on Property?  Yes  No  Don't Know
- (e) Are there any problems with siding or exterior cladding of any portion of Property retaining moisture, swelling, chipping or delaminating?  Yes  No  Don't Know
- (f) Does mold appear on interior portions of the Unit other than on the walls, floors or ceilings of showers/bathrooms or within common element walls adjacent to Unit?  Yes  No  Don't Know

see addendum

**7. PLUMBING RELATED ITEMS:**

- (a) What is your drinking water source:  Public  Private  Well on Property
- (b) If your drinking water is from a well, has it been tested within the past twelve months?  Yes  No  Don't Know
- (c) Do you have a water softener, filter or purifier? If yes,  Leased  Owned
- (d) What is the type of sewage system:  Public  Private  Septic Tank
- (e) Is Unit served by sewage pump or lift system?  Yes  No  Don't Know
- (f) Do you know if any septic tank or cesspool on Property has ever been professionally serviced?  Yes  No  Don't Know
- (g) Do you know of any past or present leaks, backups, or other similar problems relating to any of the plumbing, water and/or sewage-related items?  Yes  No  Don't Know
- (h) Is there any polybutylene plumbing, other than primary service line, serving Unit?  Yes  No  Don't Know

see addendum

**8. OTHER SYSTEMS AND COMPONENTS:**

- (a) What type of heating system(s) serve Unit?  Electric  Gas  Other
- (b) Approximate age of heating system(s): 14 years
- (c) What type of air conditioning system(s) serve Unit? electric
- (d) Approximate age of air conditioning system(s): 26 years
- (e) How is water heated in the Unit?  Electric  Gas  Solar
- (f) Approximate age of water heater: 3 years
- (g) Does any system for heating and/or cooling Unit or heating water serve more than one Unit?  Yes  No  Don't Know
- (h) Does Unit have aluminum wiring other than the primary service line?  Yes  No  Don't Know
- (i) Are there any system(s) or appliance(s) which is leased or which has a fee associated with its use?  Yes  No  Don't Know
- (j) Are any fireplaces serving Unit not working fireplaces or not in good working order and repair?  Yes  No  Don't Know
- (k) When was the fireplace, wood stove or chimney/flue cleaned? Date: N/A

**9. TOXIC SUBSTANCES:**

- (a) Are there any underground tanks, toxic or hazardous substances on or in the common elements (structure or soil) such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold, benzene or others or environmental contaminants?  Yes  No  Don't Know
- (b) Are there any toxic or hazardous substances in the Unit?  Yes  No  Don't Know

**10. FEES, ASSESSMENTS AND PROPERTY MANAGEMENT:**

- (a) In purchasing Unit, will any initiation, transfer, or other similar fee be owed to the Association?  Yes  No  Don't Know
- (b) If yes, what amount \$ \_\_\_\_\_
- (c) The Association fee for common expenses is: \$ 232 per month
- (d) Are there any special assessments approved by but yet not owing or due to the Association?  Yes  No  Don't Know
- (e) If yes, what amount \$ \_\_\_\_\_
- (f) Are there any delinquent fines or other assessments owing on Unit?  Yes  No  Don't Know
- (g) If yes, state amount. \$ \_\_\_\_\_
- (h) Has the annual assessment for Unit for the next fiscal year been approved?  Yes  No  Don't Know
- (i) If yes, how much will the new assessment be? \$ 232 for 2010
- (j) Is the Association a defendant in any lawsuit?  Yes  No  Don't Know
- (k) Is the Association self managed or not managed by a professional management company?  Yes  No  Don't Know

Name and telephone number of Association or management company contact person:  
Michele Masstab 404-815-7007 masstabm@bellsouth.net

**11. PARKING AND STORAGE:**

(a) Are there any limited common element parking spaces assigned to the Unit and reserved for the Owner's exclusive use? Yes No Don't Know  
 If yes, please identify the number and location of the same. \_\_\_\_\_ \_\_\_\_\_ ✓ \_\_\_\_\_

(b) Are there any limited common element storage rooms, lockers or bins assigned to the Unit and reserved for the Owner's exclusive use? \_\_\_\_\_ ✓ \_\_\_\_\_  
 If yes, please identify the number and location of the same. Laundry closet - marked "J"  
Storage space - marked "J" on floor

**12. OTHER MATTERS:**

(a) Have there been any inspections of Unit in the past year? \_\_\_\_\_ ✓ \_\_\_\_\_

(b) Was any of the drywall used in the Property made in China and/or have a foul smelling odor? \_\_\_\_\_ ✓ \_\_\_\_\_

(c) Has Unit or the common elements of the condominium ever been, or is it currently, the subject of litigation or claim including, but not limited to, defective building products, construction defects, termites, and/or title problems? \_\_\_\_\_ ✓ \_\_\_\_\_

(d) Has there been any award or payment of money in lieu of repairs for such a defective building product? \_\_\_\_\_ ✓ \_\_\_\_\_

(e) Has any release been signed that would limit a future owner from making any claims in connection with Unit or Property? \_\_\_\_\_ ✓ \_\_\_\_\_

(f) Is there any fire, flood or wind damage which required repairs to Unit in excess of \$500.00? \_\_\_\_\_ ✓ \_\_\_\_\_

(g) Are there any fixtures or appliances included in the sale that are in need of repair? \_\_\_\_\_ ✓ \_\_\_\_\_

(h) Have any repairs been made to the electrical, plumbing, or heating and air condition system, or any part thereof? \_\_\_\_\_ ✓ \_\_\_\_\_

(i) Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed? \_\_\_\_\_ ✓ \_\_\_\_\_

*see addendum*

**13. FIXTURES/ITEMS:** Check (✓) only those fixtures/items below that are included in the sale of Unit. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such fixtures/items checked are included in the sale of Unit. Those fixtures/items listed below that are not checked shall not be included in the sale of Unit.

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Air Conditioning Window Unit<br><input type="checkbox"/> Air Purifier<br><input type="checkbox"/> Alarm System (Burglar)<br><input type="checkbox"/> Leased <input type="checkbox"/> Owned<br><input type="checkbox"/> Alarm System (Smoke/Fire)<br><input type="checkbox"/> Leased <input type="checkbox"/> Owned<br><input type="checkbox"/> Awning<br><input type="checkbox"/> Carbon Monoxide Detector<br><input checked="" type="checkbox"/> Ceiling Fan<br><input type="checkbox"/> Remote Control<br><input checked="" type="checkbox"/> Chandelier<br><input checked="" type="checkbox"/> Closet Shelving System<br><input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input type="checkbox"/> Dehumidifier<br><input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input checked="" type="checkbox"/> Dishwasher<br><input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input checked="" type="checkbox"/> Door & Window Hardware<br><input checked="" type="checkbox"/> Dryer<br><input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Fireplace<br><input type="checkbox"/> Gas Logs<br><input type="checkbox"/> Gas Starter Key<br><input type="checkbox"/> Remote Control<br><input type="checkbox"/> Screen/Door<br><input type="checkbox"/> Wood Burning Insert<br><input type="checkbox"/> Fire Sprinkler System<br><input type="checkbox"/> Flag Pole<br><input type="checkbox"/> Garage Door Opener<br><input type="checkbox"/> Remote Control<br><input checked="" type="checkbox"/> Garbage Disposal<br><input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input type="checkbox"/> Hot Tub<br><input type="checkbox"/> Humidifier<br><input type="checkbox"/> Ice Maker<br><input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input checked="" type="checkbox"/> Intercom<br><input type="checkbox"/> Jetted Tub<br><input checked="" type="checkbox"/> Light Fixtures<br>(Except Chandeliers) | <input checked="" type="checkbox"/> Mailbox<br><input type="checkbox"/> Microwave Oven<br><input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input checked="" type="checkbox"/> Mirror (Attached)<br><input type="checkbox"/> Radio (Built-In)<br><input checked="" type="checkbox"/> Refrigerator<br><input type="checkbox"/> Satellite Dish/Receiver<br><input type="checkbox"/> Sauna<br><input type="checkbox"/> Shelving Unit & System<br><input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input checked="" type="checkbox"/> Shower Head/Sprayer<br><input checked="" type="checkbox"/> Smoke Detector<br><input checked="" type="checkbox"/> Battery Operated<br><input type="checkbox"/> Hard Wired<br><input type="checkbox"/> Speakers (Built-In)<br><input type="checkbox"/> Statuary<br><input type="checkbox"/> Stepping Stones<br><input checked="" type="checkbox"/> Stove<br><input checked="" type="checkbox"/> Gas <input type="checkbox"/> Electric<br><input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Sump Pump<br><input type="checkbox"/> Surface Unit Cook Top<br><input type="checkbox"/> Gas <input type="checkbox"/> Electric<br><input checked="" type="checkbox"/> Switch Plate Covers<br><input checked="" type="checkbox"/> Telephone Jacks/Wires<br><input type="checkbox"/> Television Antenna<br><input checked="" type="checkbox"/> Television Cable/Jacks<br><input checked="" type="checkbox"/> Thermostat (Programmable)<br><input type="checkbox"/> Trash Compactor<br><input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing<br><input type="checkbox"/> Vacuum System (Built-In)<br><input type="checkbox"/> Vacuum Attachments<br><input checked="" type="checkbox"/> Vent Hood<br><input checked="" type="checkbox"/> Washing Machine<br><input checked="" type="checkbox"/> Water Purification System<br><input type="checkbox"/> Water Softener System<br><input type="checkbox"/> Weather Vane<br><input checked="" type="checkbox"/> Window Screens<br><input checked="" type="checkbox"/> Window Treatments<br>(Including Hardware)<br><input type="checkbox"/> Wine Cooler |
|---|---|---|---|

Other fixtures/items included in the sale of Unit:  
Replacement sink for bathroom located in basement  
storage. Chandelier in storage to convert one room  
to dining room.

Other fixtures/items not included in the sale of Unit:  
 \_\_\_\_\_

The common law of fixtures shall apply to fixtures not addressed herein. Those fixtures/items that are not included in the sale of Unit shall remain property of Seller and shall be removed prior to closing or the transfer of possession of Unit to Buyer, whichever is later. Seller shall lose the right to remove any such fixtures/items not timely removed. In removing all fixtures/items, Seller shall use reasonable care to prevent damage and, if necessary, to restore Unit to its original condition.

14. **LEAD-BASED PAINT:** Was any part of the Unit or any painted component, fixture or material used therein constructed or manufactured prior to 1978?  
 Yes  Don't Know  No

If you have answered "Yes" or "Don't Know" the Lead-Based Paint Exhibit F54 must be executed by the parties and the Lead-Based Paint Pamphlet F55 must be provided to the buyer.

15. **AGRICULTURAL DISCLOSURE:** Is the subject property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?  Yes  No  Don't Know

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities that are in conformance with existing laws and regulations and accepted customs and standards.

16. **ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES" OR "OTHER":** [Explanations should reference the number of the question for which more detailed information is being provided.]

see attached

Additional pages are  or are  not attached.

17. **SELLER'S REPRESENTATION:**

In this disclosure, Seller warrants that to the best of Seller's knowledge and belief, the information contained herein with respect to the condition of Property and Unit is accurate and complete as of the date signed by Seller. It is not a substitute for any inspections or warranties that Buyer may wish to obtain. Buyer should consult the Association for additional information regarding the common elements of the Condominium and the operation of the Association. Seller hereby authorizes Broker to provide this information to prospective buyers of Unit and to real estate brokers and their affiliated licensees. Seller agrees to promptly update this Seller's Condominium Disclosure Statement and to provide any Buyer and Brokers with a revised copy of the same if there are any material changes in the answers to the questions contained herein.

Is each individual named below a U.S. Citizen or resident alien?

Yes  No

Has each individual named below been a Georgia resident for the past two (2) years?

Yes  No

Has Unit been Seller's primary residence for at least two (2) of the last five (5) years?

Yes  No

Seller: W. James Burns

Date: 3/17/10

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

18. **RECEIPTS AND ACKNOWLEDGMENT BY BUYER:**

I acknowledge receipt of this Seller's Condominium Disclosure Statement. I understand that, except as stated in the Purchase and Sale Agreement, Unit is being sold in its present condition, without warranties or guarantees of any kind by Seller or Brokers. No representations concerning the condition of Unit are being relied upon by Buyer except as disclosed herein or stated in the Purchase and Sale Agreement.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

## Addendum Disclosure Statement

3b The roof is flat and has had minor leaks in various spots over the years. The historic flooding rains of September 2009 caused additional leaks which damaged the ceiling in the kitchen of unit J as well as in units I and M. The Association concluded that a new roof must be put on. There were so many layers of roofing that the rafters could not bear the weight of another layer so it was stripped back to the rafters and a new roof was put on in late December 2009. The roofer was KTM Roofing of Atlanta. The new roof has proven sound despite all of the rain this winter. No leaks have occurred into Unit J or in the attic. I periodically check the rafters and the insulation for moisture and they are dry.

3c and 6a Update: On September 21, 2009 during a period of extraordinarily heavy rain that hit Atlanta the roof began to leak again. The leaks affected Units I, J and M. The Grafton Association determined that the roof needed to be replaced. The Association agreed to repair the damages to Units I, J, and M caused by the leaky roof. Now that the roof has been replaced the Association is in the midst of bidding out the repair project. The damage to the kitchen ceiling in Unit J will be repaired at the expense of the Association as it was caused by a problem in the common area of the building. Those repair costs were factored in to the 2010 Grafton Association budget.

5e Additional bracing was placed under the 3 Park Ln. side of the building during the past few years. As part of an attempt to assess the overall condition of the building the Association hired a structural engineer who suggested some minor bracing as a precaution. The building was declared structurally sound – including the back porches/sunrooms. The sloping noticeable in that room is a result of settling that took place many years ago.

6a A problem was identified with the sewer in December 2009. The cause of the backup (which affected the walkway behind the building) was determined to be in the main sewer line in the alley running on the west side of the building and then north. The City of Atlanta is in the process of scheduling replacement of that line. While everything is torn up the Grafton Association made the decision to replace the line from the building to the main sewer. That work will be completed in Spring 2010. That has been budgeted for by the Association in the 2010 budget and will not result in a special assessment.

8g There is one enormous gas hot water heater for the entire building. It is one size below a boiler. Even at peak use times there is ample hot water for the building. A new hot water heater was installed in December 2006.

12h HVAC has been regularly serviced. AC has been repaired a couple of times 2 or 3 years ago and was determined to be sound after repairs. There have been no further problems. I do not know what parts were replaced. All of the plumbing in the entire building was replaced in January/February 2002 just after I purchased the unit. The original galvanized pipes were still in place and had started to leak. At that time every pipe in the building was replaced with copper.

13 All attached lighting fixtures will be left as well as all ceiling fans. There is a chandelier in the basement that will be left upon request. Previous owners used one of the bedrooms as a dining room and had the chandelier in there. Washer, dryer and refrigerator will be left. The basin of the bathroom sink has a hairline crack. A replacement sink is in the basement and will also be left upon request.

## PARKING

Parking on Park Lane is restricted by City of Atlanta permit. Permits are available only to residents or renters with proof of residence. Ask for City Permit A, Ansley Park – at City Hall downtown. The cost is minimal - \$12 – and is good for years from the month it is issued. A sticker is issued for your car window. Generally, parking is available right in front of the building with occasional exceptions during events in the park – at which time we use cones to keep would-be event parkers away – and that works effectively. Also, one off-street parking spot is available and gets auctioned off to the highest resident bidder every January at the annual Association meeting.

# COMMUNITY ASSOCIATION DISCLOSURE

## EXHIBIT " B "



2010 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 7 Park Lane, unit J, Atlanta, Georgia 30309.

**A. TYPE OF ASSOCIATION.**

Seller hereby discloses to Buyer that, in purchasing the Property, Buyer will either become a mandatory member or have the opportunity to become a voluntary member in the following type of community association ("Association"):

*[Select all which apply. The section not checked shall not be a part of this Exhibit].*

- Mandatory Membership Condominium Association
- Mandatory Membership Homeowners Association
- Voluntary Membership Homeowners Association

**B. EXISTENCE OF MASTER ASSOCIATION**

Seller also discloses to Buyer that in addition to the Association referenced above, there  is OR  is not a master association of which Buyer shall become a member or in which the Association is already a member.

**C. CONTACT INFORMATION FOR ASSOCIATION:**

(Name, Address, Telephone Number, etc., where Association Dues are Sent by Seller)

<u>Michale Masstab, President</u>	<u>Tom Vinson, Treasurer</u>	<u>Rachelle Willis, Acct.</u>
<u>3 Park Ln NE Unit H</u>	<u>7 Park Ln. Unit H</u>	<u>1194 Dunbrooke Ln.</u>
<u>404-815-7007</u>	<u>404-277-5927</u>	<u>Atlanta, GA 30338</u>
<u>masstabm@bellsouth.net</u>	<u>vinsontb@bellsouth.net</u>	

**D. ANNUAL ASSOCIATION ASSESSMENTS:**

*[Select all which apply. The sections not checked shall not be a part of this Agreement].*

- 1. **Mandatory Membership Association.** Buyer acknowledges that Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently \$ 2,784 and is paid in 12 installments. (232/mo)
- N/A  2. **Voluntary Membership Association.** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be \_\_\_\_\_ and paid in \_\_\_\_\_ installments.
- N/A  3. **Master Association.** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be \_\_\_\_\_ and shall be paid in \_\_\_\_\_ installments.

**E. INITIATION FEE.**

Any Association initiation fee, membership fee, transfer fee or other similar fee or charge (hereinafter collectively referred to as "Initiation Fee") shall be paid by the Buyer. To the best of Seller's knowledge, there  is OR  is not an Initiation Fee. If there is an Initiation Fee, the estimated amount of the Initiation Fee is \$ \_\_\_\_\_ and is due \_\_\_\_\_.

**F. ACCOUNT STATEMENT LETTER.**

Any letter from the Association confirming whether assessments or other amounts are owed on the Property shall be paid by the  Buyer OR  Seller. If Seller is paying for the Account Statement Letter, the payment shall be in addition to the Items Paid by Seller at Closing set forth in the Agreement.

**G. SPECIAL ASSESSMENTS. [Select all which apply. The sections not checked shall not be a part of this Agreement].**

To the best of Seller's knowledge there  is OR  is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is *[Select all which apply. The sections not checked shall not be a part of this Agreement]:*

- already passed by the Association in the estimated amount of \$ \_\_\_\_\_;
- already passed by the Master Association in the estimated amount of \$ \_\_\_\_\_;
- under consideration by the Association in the estimated amount of \$ \_\_\_\_\_; or
- under consideration by the Master Association in the estimated amount of \$ \_\_\_\_\_.

**H. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES:**

[Select all which apply. The sections not checked shall not be a part of this Agreement].

The following services and amenities are paid for by the Association from the annual assessment:

Utilities-for Property	Services	Amenities	Other
<input checked="" type="checkbox"/> Gas <i>partial</i>	<input type="checkbox"/> Concierge	<input type="checkbox"/> Pool	<input type="checkbox"/> Cable
<input type="checkbox"/> Water	<input type="checkbox"/> Gate Attendant	<input type="checkbox"/> Tennis	<input checked="" type="checkbox"/> Pest and Termite Control
<input checked="" type="checkbox"/> Electric <i>partial</i>	<input type="checkbox"/> Trash Pickup	<input type="checkbox"/> Golf	<input checked="" type="checkbox"/> Fire Insurance on Property
<input type="checkbox"/> Heating	<input type="checkbox"/> Road Maintenance	<input type="checkbox"/> Clubhouse	<input checked="" type="checkbox"/> Common Area Insurance
<input checked="" type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Maintenance of Property	<input type="checkbox"/> Playground	
	<input checked="" type="checkbox"/> Grounds	<input type="checkbox"/> Exercise Facility	
	<input checked="" type="checkbox"/> Dwelling Exterior	<input type="checkbox"/> Equestrian Facility	
	<input checked="" type="checkbox"/> Common Area Maintenance	<input type="checkbox"/> Marina/Boat Storage	

**I. ADDITIONAL FEES FOR SERVICES AND FACILITIES.**

If any of the above-referenced services and amenities require the payment of an additional fee to receive the service or use the amenity, please specify the service and / or amenity below and the fee for using (or receiving the same):

Trash pickup \$ 209.45 annually

**J. NO WARRANTY.**

The information in this exhibit is deemed accurate but is not guaranteed. Buyer should contact the Association to confirm what assessments and fees Buyer will owe if Buyer purchases the Property and the services and amenities that will be available to Buyer in living in the community.

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

Note: Gas for the hot water heater shared by the building is covered by the dues as is electricity for the common areas. Gas and electricity consumed within each unit is of course the responsibility of the unit owner



LEAD-BASED PAINT EXHIBIT " C "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_ 7 Park Lane \_\_\_\_\_ Atlanta \_\_\_\_\_ Georgia 30308

1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's/Lessor's Disclosure. [Seller/Lessor to initial section A. and B. below]

[Signature] Seller/Lessor Initials

A. Presence of lead-based paint and/or lead paint hazard [check one below]:

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

[Signature] Seller/Lessor Initials

B. Records and Reports available to the Seller/Lessor [check one below]:

Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):

Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Lessee's Acknowledgment. [Buyer/Lessee to initial sections below]

[Signature] Buyer/Lessee Initials

C. Buyer/Lessee has received copies of all information listed above.

[Signature] Buyer/Lessee Initials

D. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home".

[Signature] Buyer/Lessee Initials

E. Buyer/Lessee has [check one below]:

Received a ten (ten) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Broker's Acknowledgment. [Broker to initial below]

[Signature] Broker's Initials

F. Broker has informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

3. Certification of Accuracy.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

[Signature] Seller/Lessor

[Signature] Date

Buyer/Lessee Date

[Signature] Listing Broker

[Signature] Date

Buyer/Lessee Date  
Selling/Leasing Broker Date

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Lessee" shall mean either a Buyer or a Lessee or both as the context may indicate.